

AMENDMENT TO THE CONTRACT FOR ADMINISTRATIVE LEGAL SERVICES
BY AND BETWEEN
BOSTON REDEVELOPMENT AUTHORITY
AND GADSBY & HANNAH

THIS AMENDMENT entered into by and between the Boston Redevelopment Authority (the "Authority") and Gadsby & Hannah (the "Attorneys") to that certain Agreement between the Authority and the Attorneys dated October 1, 1974 as amended (the "Agreement").

The Agreement is hereby amended as follows:

1. Unless requested in writing by the Director of the Authority and approved by the Attorneys, the Attorneys shall perform administrative legal services as special counsel to the Authority, or otherwise serve the Authority, on no more than sixty (60) days during any period of three hundred and sixty-five (365) consecutive days commencing in the execution of this amendment.

2. This Agreement shall terminate on June 30, 1977.

3. The Authority shall pay compensation to the Attorneys for their services during the term of this Agreement according to the following schedule:

Partners	-	Sixty Dollars (\$60.00) per hour
Associates	-	Forty Dollars (\$40.00) per hour
Law Clerks	-	Twenty Dollars (\$20.00) per hour

The total liability of the Authority to the Attorneys for all services required under this Agreement, not including reimbursement of expenses pursuant to paragraphs 4 and 5 thereof,

shall be increased by \$25,000.

All other terms and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Authority and the Attorneys have executed this Amendment as of the day of , 1976.

Attest:

BOSTON REDEVELOPMENT AUTHORITY

By _____
Robert T. Kenney, Director

Attest:

GADSBY & HANNAH

By _____
Partner

Approved as to form:

Chief General Counsel

§ 17. Municipal employees; gift or receipt of compensation from other than municipality; acting as agent or attorney

(a) No municipal employee shall, otherwise than as provided by law for the proper discharge of official duties, directly or indirectly receive or request compensation from anyone other than the city or town or municipal agency in relation to any particular matter in which the same city or town is a party or has a direct and substantial interest.

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268A § 17 CRIMES AND PUNISHMENTS

(b) No person shall knowingly, otherwise than as provided by law for the proper discharge of official duties, directly or indirectly give, promise or offer such compensation.

(c) No municipal employee shall, otherwise than in the proper discharge of his official duties, act as agent or attorney for anyone other than the city or town or municipal agency in prosecuting any claim against the same city or town, or as agent or attorney for anyone in connection with any particular matter in which the same city or town is a party or has a direct and substantial interest.

Whoever violates any provision of this section shall be punished by a fine of not more than three thousand dollars or by imprisonment for not more than two years, or both.

* /// A special municipal employee shall be subject to paragraphs (a) and (c) only in relation to a particular matter (a) in which he has at any time participated as a municipal employee, or (b) which is or within one year has been a subject of his official responsibility, or (c) which is pending in the municipal agency in which he is serving. Clause (c) of the preceding sentence shall not apply in the case of a special municipal employee who serves on no more than sixty days during any period of three hundred and sixty-five consecutive days. ///*

This section shall not prevent a municipal employee from taking uncompensated action, not inconsistent with the faithful performance of his duties, to aid or assist any person who is the subject of disciplinary or other personnel administration proceedings with respect to those proceedings.

This section shall not prevent a municipal employee, including a special employee, from acting, with or without compensation, as agent or attorney for or otherwise aiding or assisting members of his immediate family or any person for whom he is serving as guardian, executor, administrator, trustee or other personal fiduciary except in those matters in which he has participated or which are the subject of his official responsibility; provided, that the official responsible for appointment to his position approves.

This section shall not prevent a present or former special municipal employee from aiding or assisting another person for compensation in the performance of work under a contract with or for the benefit of the city or town; provided, that the head of the special municipal employee's department or agency has certified in writing that the interest of the city or town requires such aid or assistance and the certification has been filed with the clerk of the city or town. The certification shall be open to public inspection.

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CONDUCT OF PUBLIC EMPLOYEES 268A § 17

This section shall not prevent a municipal employee from giving testimony under oath or making statements required to be made under penalty for perjury or contempt.

MEMORANDUM

JUNE 16, 1976

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

RE: AMENDMENTS TO THE ADMINISTRATIVE SERVICES CONTRACTS
WITH GADSBY & HANNAH

It is proposed to amend the present Legal Services Contracts between the Authority and the law firm of Gadsby & Hannah to provide for an additional one-year extension in time and including a \$10.00 per hour increase in the rate paid per hour for partners and associates to \$60.00 and \$40.00 per hour respectively. However, in keeping with the Authority's policy of increasing the amount of certain legal work performed in house and the consequential decrease in the quantity of work referred to Special Counsel, it is proposed that this Administrative Legal Services Contract be amended to provide for a \$25,000 increase for this coming contract year. This represents a substantial decrease, as the previous contract was for \$50,000 and some of the initial annual contracts for Special Counsel were approximating \$70,000 to \$80,000 per year.

In keeping with the Authority's decreasing use of Special Counsel, Gadsby and Hannah has requested that the amendment limit their services performed for the Boston Redevelopment Authority to no more than sixty (60) days during any period of three hundred sixty five (365) days in accordance with the special provision of Chapter 268A of the so-called Massachusetts Conflict of Interest Statute. This will allow the consultant to accept, on a selective basis, the representation of certain private clients in connection with matters in which other City Departments and the Boston Redevelopment Authority might be involved. Gadsby & Hannah has indicated that they will be guided in the acceptance of any particular matter by the Conflict of Interest Statute, the canons of professional ethics, the policies of the BRA and proprieties of the situation and will secure in each instance the prior approval of the Director.

It is recommended that the Authority authorize the amendment of our General Legal Services Contract for the maximum sum of \$25,000 as indicated above and that the Authority further authorize the amendment to the Special Legal Services Contract concerning Park Plaza for an additional sum not to exceed \$5,000 under the same terms and conditions as outlined above.

An appropriate vote follows:

VOTED: That the Authority hereby authorize the Director to execute an amendment to the Administrative Legal Services Contract with Gadsby & Hannah for a term expiring on June 30, 1977, providing for a maximum increase in the contract of \$25,000, said amendment to be substantially in the form of Attachment I.

~~FURTHER VOTED:~~

~~That the Authority hereby authorize the Director to execute a Special Legal Service Contract with Gadsby & Hannah concerning Park Plaza Urban Renewal Project for a term expiring on June 30, 1977 for a cost not to exceed \$5,000 and to be substantially in the form of Attachment II.~~

rejected

